(2)

Supreme Court, U.S.
FILED

NO. 03-1100 JAN 25 2003

OFFICE OF THE CLERK

In the Supreme Court of the United States

JOE JONES, doing business as MELDER PUBLISHING COMPANY,

PETITIONER,

V.

ROSE LEE HAWKINS, BARBARA ANNE HAWKINS AND JOAN MARIE JOHNSON,

RESPONDENTS.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

JOE JONES
doing business as
MELDER PUBLISHING CO.
10556 Arnwood Road
Lake View Terrace, Ca 91342
Phone (818) 899-4457
Petitioner, in pro se

QUESTIONS PRESENTED

Whether the Fifth Circuit erred in ruling that JJ , d/b/a Melder Publishing Company had no rights to the copyright with his first publication of "Iko-Iko"on Jan 7, 1963 in compliance with the United States copyright law Title 17 and the 1909 Act § 10 in compliance with the United States Constitution Article 1 § 8. Whereas the plaintiffs signed a publishing agreement with MPC and Trio Music on the 10th day of March 1965.

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PETITION FOR A WRIT OF CERTIORARI

Joe Jones, doing business as Melder Publishing Company (referred to herein as "Melder Publishing Co"), petitions for a writ of certiorari to review the judgement of the United States Court of Appeals for the Fifth Circuit.

OPINIONS BELOW

The opinion of the Court of Appeals dated August 29, 2003 was determined not to be published. Appellants petition for rehearing/petition for rehearing *en banc* was denied on October 21,2003. The opinion of the USDC dated March 27, 2003 (App., infra,) is unreported.

JURISDICTION

The Court of Appeals entered judgment on August 29, 2003 and denied the petition for rehearing/ petition for rehearing *and* suggesting for an *en banc* on October 21, 2003.The jurisdiction of the court is invoked under 28 U.S.C.§ 1254(1).

STATEMENT OF CASE

The first publication of "Iko-Iko" was on January 7, 1963 in compliance with the United States copyright law Title 17, and the 1909. Melder assigned 50% of the copyright of "Iko-Iko' to Trio Music. MPC and Trio Music co-publishers of "Iko-Iko" signed a publishing agreement on the 10th day of March, 1965 in New York City with the plaintiffs, Barbara, Rose and Joan.

The ("writers"), plaintiffs, Barbara, Rose and Joan could not file copyright infringement lawsuit against a publisher after they sold, assigned and transferred and delivered to the publishers, its successors and assigned, a certain hereafter unpublished original musical composition, written and/or composed by *the above named writers Barbara, Rose and Joan "Iko-Iko. Appeal docket #'s 000973 and 000974.*

JJ, d/b/a MPC did not breach the manager's contract singed in New Orleans, Louisiana the 5th day of April 1963. Appeal docket # 000937. On the 5th day of April 1963 when JJ signed The manager's contract in New Orleans with the plaintiffs, they had never heard of the name the *Dixie Cups* until single/album was released in 1964/65. This was a total misrepresentation to the court by the plaintiffs. Appeal docket # 000937.

March 10,1965, MPC and TM entered into publishing songwriters' agreement with the plaintiffs. The contract was not with *the Dixie Cups* because there was no such name as *the Dixie Cups.* Appeal docket # 000973. The plaintiffs and their attorneys made false statements to the court. This entire complaint is base on fraud and false statements on the plaintiff's part.

A letter dated May 22, 1973 from TM to the plaintiffs at their home in New Orleans answered their question explaining to them what publisher is responsible for paying what writer(s) on song "Iko-Iko." Once again, this complaint is totally a misrepresentation by the plaintiffs and their attorneys.

A copyright infringement lawsuit was filed against the plaintiffs on July 15, 1965 for song"Iko-Iko." From the result of that lawsuit *settlement agreement* was entered into on December 2, 1968. The *settlement agreement* states what publishers are responsible for paying what writers on song "Iko-Iko."

The *settlement agreement* specifically states that TM is responsible for paying the plaintiffs royalties on song "Iko-Iko" MPC is responsible for paying its writers royalties on song

"Iko-Iko" and Arc Music is responsible for paying its writer.This is an act of fraud and perjury by the plaintiffs and their attorneys for filing this complaint. This case is nothing but a scheme to steal MPC's 50%copyright ownership in son "Iko-Iko." The Appeals court judge should have recognized that there was an obstruction of justice and manifest error by the US DC Judge Peter Beer for allowing the plaintiffs and their attorneys to disregard the rules of the court, allowing the plaintiff's attorney to present documents at the trial when they should have been presented doing the discovery process.

REASONS FOR GRANTING THE PETITION

Under the 1909 Act § First Publication, song "Iko-Iko" was published in 1963 by MPC. Plaintiffs signed a songwriters contract in 1965 for song "Iko-Iko" and was sued. This action was brought before the USDC/E/D/L on December 27,2000. USCA Title 17- § 507- (b) Limitations on Actions,
within three years, not thirty-five years.

CONCLUSION

In the name of justice I am in the hope that the Supreme Court Justices recognize the jury erred in their decision in granting summary judgement and sanctions against petitioner.Therefore, petitioner is requesting that the summary judgment and sanctions be overturned and sent back to USDC and this petition for a *writ of certiorari* should be granted.

Respectfully submitted:

Joe Jones, doing business as
Melder Publishing Co.
10556 Arnwood Road
Lake View Terrace, Ca 91342
Petitioner, in pro se.

APPENDIX

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

NO. 02-30473
SUMMARY CALENDAR

ROSE LEE HAWKINS; BARBRA ANNE HAWKINS; JOAN MARIE JOHNSON,

Plaintiffs- Appellees

v.

JOE JONES, doing business as MELDER PUBLISHING CO.

Defendant- Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA, NEW ORLEANS DIVISION (00-CV-3785-M)

Before, REYNALDO G. GARZA, HIGGINBOTHAM, and DEMOSS Circuit Judges.
Reynaldo G. Garza, Circuit Judge:[1]

In this appeal we review the district court's judgment as

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[1] Pursuant to the 5th Cir. R. 47.5, the Court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5th Cir. R. 47.5.4.

a matter of law in favor of the plaintiffs-appellees on defendant's counterclaim for copyright infringement and the jury's verdict for plaintiffs on their claims for breach of contract, and unfair competition. Finally, we consider whether defendant-appellant's appeal is frivolous and deserving of sanctions pursuant to FED. R. APP. P. 38. For the following reasons, we affirm the district court's judgment and the jury's verdict. We also grant plaintiffs-appellees' motion for sanctions and remand the case to the district court fora determination of the attorney's fees expended by plaintiffs-appellees in the case.

I.

Plaintiffs-appellees, Rose Lee Hawkins, Barbara Anne Hawkins, and Joan Marie Johnson, were members of the 1960's pop group, the "Dixie Cups"(hereinafter, "plaintiffs"). The group brought this action for breach of contract, dissolution of contract, and unfair competition against defendant-appellant, Joe Jones doing business as Melder Publishing Company.

The Dixie Cups wrote the song "Iko-Iko" ("hereinafter, the song") in 1963. In 1964 they recorded and registered the copyright. On March 10, 1965, plaintiffs granted Jones and a company called Trio Music, Inc., ownership in the copyright of the song for the original term through a songwriter's agreement in which Jones and Trio Music agreed to pay plaintiffs certain specified sums. The agreement did not explicitly grant Jones or Trio Music ownership in the renewal term of the copyright. In 1992, the copyright to the song reverted to plaintiffs and they re-registered the song in a renewal copyright registration. Both the original 1964 copyright registration and the 1992 renewal list plaintiffs as the sole writers of the song. According to evidence presented by plaintiffs at trial Jones exploited the song in foreign territories and took credit as author of the song without compensating plaintiffs. Plaintiffs learned Jones was exploiting the song in foreign territories when the song appeared in the

movie, Mission Impossible II, in 2000.Jones has also claimed that he wrote "Iko-Iko" on several occasions, including during cross- examination testimony in this case. These statements are in direct contradiction to statements made by Jones in earlier sworn statements in previous litigation over the authorship of "Iko-Iko." Jones introduced into evidence a 1968 settlement agreement claiming to release him from the obligation to pay plaintiffs in accordance with the 1965 songwriter's agreement. Plaintiffs all testified they did not sign the settlement agreement and that the signatures on the documents were forgeries. Plaintiffs also produced copies of several other district court opinions from cases in which Jones falsely claimed authorship of songs and attempted to use forged documents as evidence. *See Johnson v.Tuff N Rumble Management,Inc., 2000 WL 622612, 5(E.D.May 15, 2000)' Davis v.Jones, 1994 WL 382571 (E.D. La. July 18, 19940; Makedwde v.Johnson,1994 WL 10360, * 2 (E.D. La. Jan 5,1994).* The district court granted plaintiff motion for judgment as a matter of law on Jones' counterclaim of copyright infringement, stating in its final judgment that " defendant did not demonstrate ownership of a valid copyright."

Plaintiffs' claims for breach of contract, contract dissolution, and unfair completion went to the jury, which reached a verdict in favor of plaintiffs on all claims and awarded damages in the amount of $409,507.89. The jury also determined that Jones and his business, Melder Publishing, must surrender all copyrights and licenses to the plaintiffs.

II.
COPYRIGHT INFRINGEMENT

Jones raises several issues with respect to the district court's judgment as a matter of law or his counterclaim for copyright infringement. Jones argues that the March 10, 1965, songwriter's agreement between Plaintiffs, Melder Publishing Company , and Trio Music granted him ownership of the song.

In what seems to be a contradictory position, Jones also contends that it was Melder Publishing Co who was first to copyright the song on January 7, 1963 and that he renewed the copyright on December 30, 1991. However, Jones failed to introduce these copyright registrations into evidence at trial.

The court reviews the district court's grant of a FED. R. CIV. P .50(a) motion for Judgment as a matter of law de novo, using the same standard applied in the district court. *RTC v. Cramer,* 6 F.3rd 1102, 1109 (5th Cir. 1993). The evidence and all reasonable inferences therefrom are considered In the light most favorable to the party opposing the motion. Id. We will affirm the district court's ruling if the evidence and inferences so strongly and overwhelmingly favor the moving party that reasonable jurors could not have come to a different conclusion. Id. Only if there existed substantial evidence that would have led reasonable jurors to reach differing conclusion, will this court overturn the district court's judgment. *Portis v. First Nat'l Bank of new Albany,Misss., 34 F. 3d. 324, 327-28(5th Cir. 1994). To prevail on a claim for copyright infringement, Jones* must demonstrate: (1) that he owned valid copyright , and (2) that plaintiffs copied original elements of the work. *Feist Publications ,Inc., v. Rural Tel. Serv.Co., 499 U.S. 340, 361 (1991) (citing Harper & Row Publishers, Inc.,v. Nation Enters., 471 U.S. 539,548(985).* Thus, Jones' counterclaim for infringement requires that he proves ownership in the song , something he is unable to do. The 1965 agreement does grant Jones 50% ownership of the original copyright to the song, but the agreement does not assign Jones rights to the renewal term of the song.

Under the 1909 Copyright Act copyright had two terms: an original term and a renewal term. *Stewart v. Abend* 495 U.S. 207, 212, 217-19 (1990). The renewal term allows a second chance to obtain copyright ownership. See 17U.S.C. §

204. Absent language expressly granting renewal rights, an agreement dos not grant renewal rights even if it does transfer ownership during the original term. See 17 U.S.C. § 304 (a)(I)(C). Jones introduced no evidence at trial of an ownership interest in the song. Furthermore, Jones testified several times in the 1960's that plaintiffs were the authors of the song. Plaintiffs, on the other hand, introduced a copy of the original 1964 copyright and the 1992 renewal copyright listing themselves as writers of the song. Finally, the March 10, 1965 songwriter's agreement, which Jones is attempting to enforce in this case, names plaintiffs as the writers of the song. The district court did not err in granting plaintiffs' motion for judgment as a matter of law on Jones' counterclaim for copyright infringement.

III.

BREACH OF CONTRACT, DISSOLUTION OF CONTRACT,AND UNFAIR COMPETITION

Plaintiffs do not dispute that they entered into the March 10, 1965 songwriter's agreement. However, under the terms of the agreement, after the original term of the copyright of the song expired and plaintiffs renewed the copyright in 1992, Jones was only allowed to exploit the song in foreign territories. Jones began exploiting the song in foreign territories, but he failed to pay plaintiffs for those uses. In his defense, Jones relies on a 1968 settlement agreement and a letter written in 1997 from Trio Music to plaintiffs, Barbara Hawkins, as evidence that Jones and Melder Publishing were not obligated to pay plaintiffs for the use of the song. Plaintiffs testified that they had refused to sign the settlement agreement when Jones brought it to them in 1968 and Barbara Hawkins testified that she had never received the 1973 letter from Trio Music. The standard of review regarding a jury verdict is that the verdict must be upheld unless evidence is so strongly in favor of one party that reasonable individual could not arrive at a contrary verdict.

Hiller v. Manufacturers Prod. Research Group, 59 F. 3d 1514,1522 (5th Cir. 1995); Waco Int'l ,Inc., v. KHK Scaffolding Houston, Inc., 278 F. 3d 523, 528 (5th cir. 2002). Jones is appealing credibility issues decided by the jury.
However, this court will not disturb credibility determinations on appeal. Williams v. Fab-Con, Inc., 990 F.2d 28 (5th Cir. 19930. (this court will deter to the trier of fact if factual determinations are based upon credibility determinations).

" An appellate Court Is in no position to weight conflicting evidence and inferences or to determine the credibility of witnesses; that function is within the provisions of the finder of fact." *Martin v.Thomas,* 973 F. 2d 449, 453n.3 (5th. Cir.1992) (Internal quotation and citation omitted).

As stated previously, Jones has no ownership interest in the song. Plaintiffs offered evidence, and Jones admitted, that Jones never paid plaintiffs for the foreign exploitation of the song. The jury heard Jones' evidence of the 1968 settlement agreement and the 1973 letter from Trio Music, which Jones claims free him of his obligation to pay plaintiffs in accordance with the 1965 songwriter's agreement. The jury also heard plaintiffs' testimony that they had not signed the 1968 settlement agreement and had not received the 1973 letter. In short, the jury believed plaintiffs, not Jones .The **weight** and credibility of this evidence is not an issue for appellate review. We uphold the judgment for plaintiffs on their claims for breach of contract, dissolution of contract, and unfair competition.

IV.

SANCTIONS FOR FRIVOLOUS APPEAL

Plaintiffs-appellees have moved this court to impose sanctions pursuant to FED. R. APP. P. 38 upon Jones for bringing a frivolous appeal. Jones offered no evidence at trial that he owned the copyright to'Iko-Iko." His only evidence in defense of plaintiffs-appellees' contract claims are a 1968 settlement agreement and a 1973 letter, both of which the jury

believed to be forged documents, a tactic Jones has employed in other similar suits. Johnson, 2000 WL 622612, * 5 (Jones relied on a written agreement He claims was executed in 1964, but the document was printed on a laser printer, included justified text, and contained a word processor file name). Finally, throughout his brief Jones makes baseless accusations of bias on the part of the magistrate and district judge. "If the court of appeals determines that an appeal Is frivolous, it may, after a separately filed motion or notice from the court and reasonable opportunity to respond, award just damages and single or double costs to the appellees." FED. R.APP..P. 38. The fact that Jones is a pro se litigant does not prohibit The court from imposing sanctions. *Green v. Texas, ,788. F. 2d. 1099 (5th Cir. 1986): Clark v.Green, 814 F. 2d. 221 (5th Cir. 19*7): Johnson, 2000 WL 622612, * 10.* This appeal has no arguable merit and is frivolous. Jones was placed on notice that plaintiffs-appellees were seeking sanctions. He has had and opportunity to respond to his reply brief and he also chose to go forward with the appeal, Jones has presented no good faith argument for reversing the district court's judgment as a matter of law or the jury's verdict. Thus, appellees' motion for sanctions pursuant to FED.R.APP. P. 38 is granted in the amount of single costs and attorney's fees.

VIII.
CONCLUSION

For the foregoing reasons the judgment of the district court is affirmed and the case is remanded to the district court for determination of attorney's fees expended by appellees in this appeal. *See George, 788 F.2d. At 1100-01.*

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

NO.02-30473

In re: ROSE LEE HAWKINS, BARBARA ANNE HAWKINS
AND JOAN MARIE JOHNSON
Plaintiffs-Appellees

V.

JOE JONES doing business as MELDER PUBLISHING CO.
Defendants- Appellant.

[Filed: October 21, 2003]

Before: REYNALDO G. GARZA, HIGGINBOTHAN, and DeMOSS, circuit judges.

IT IS FURTHER ORDERED that appellant's motion for an extension of time to and including October 15, 2003, to file his petition for rehearing/petition for rehearing en banc is DENIED.

ENTERED BY ORDER OF THE COURT

/s/ Charles R. Fulbruge, III
U.S. COURT OF APPEALS CLERK

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

NO.02-30473

In re: ROSE LEE HAWKINS, BARBARA ANNE HAWKINS
AND JOAN MARIE JOHNSON
Plaintiffs-Appellees

V.

JOE JONES doing business as MELDER PUBLISHING CO.
Defendants- Appellant.

[Filed: September 15, 2003]

ORDER

IT IS ORDERED that Appellant's motion for an extension of 21 days, or, to and including October 3, 2003, to file his petition for rehearing/ petition for rehearing en banc is DENIED.

/s/ Reynaldo G. Garza
REYNALDO G. GARZA
UNITED STATES CIRCUIT JUDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

NO. 00-3785

In re: ROSE LEE HAWKINS, BARBARA ANNE HAWKINS AND JOAN MARIE JOHNSON
Plaintiffs- Appellees

V.

JOE JONES, doing business as MELDER PUBLISHING CO.
Defendants- Appellant.

[Filed: February 16, 2002]

ORDER

IT IS HEREBY ORDERED that defendant's expedited motion and order to strike plaintiff's joint pre-trial order is hereby granted.

/s/ Unsigned (PB)
UNITED STATES DISTRICT COURT JUDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

NO. 00-3785

In re: ROSE LEE HAWKINS, BARBARA ANNE HAWKINS
AND JOAN MARIE JOHNSON
Plaintiffs- Appellees

V.

JOE JONES, doing business as MELDER PUBLISHING CO.
Defendants- Appellant.

[Filed: March 25, 2002]

ORDER

IT IS HEREBY ORDERED that defendants motion for extension of time up until March 25,, 2002 is hereby granted.

/s/ Peter Beer
PETER BEER
UNITED STATES DISTRICT COURT JUDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

NO. 00-3785

In re: ROSE LEE HAWKINS, BARBARA ANNE HAWKINS AND JOAN MARIE JOHNSON
Plaintiffs- Appellees

V.

JOE JONES, doing business as MELDER PUBLISHING CO.
Defendants- Appellant.

[Filed: March 26,, 2002]

ORDER

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that on plaintiffs' third cause of action, for unfair competition under the Lanhan Act, due to defendant crediting himself and his family as the writers of song "Iko-Iko", judgment is awarded in favor of plaintiffs and against defendants in the amount of Four Hundred Ninety One Thousand, Five Hundred Seven Dollars and Eighty Nine Cents ($491, 507.89), except that all amounts awarded for said unfair competition shall be credited towards any other monies awarded plaintiffs hereunder;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that on defendant's sole cause of action for copyright infringement, judgment is granted in favor of plaintiffs;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that defendant shall surrender and assign to plaintiffs all worldwide licenses for song "Iko-Iko" within fourteen (14) days of entry of this judgment;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that defendant shall provide plaintiffs with all necessary documents and sign all forms necessary to convey to plaintiffs all worldwide copyrights for the song"Iko-Iko"; and,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the plaintiffs shall be awarded their costs, to be determined at a later date by this Court.

/s/ Peter Beer
PETER BEER
UNITED STATES DISTRICT COURT JUDGE

(1)

NO.031100

Supreme Court, U.S.
FILED
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In the
Supreme Court of the United States

JOE JONES, doing business as MELDER PUBLISHING COMPANY,

Petitioners,

V.

ROSE LEE HAWKINS, BARBARA ANNE HAWKINS AND JOAN MARIE JOHNSON,

Respondents.

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

PETITION FOR REHEARING

JOE JONES
doing business as
MELDER PUBLISHING CO.
10556 Arnwood Road
Lake View Terrace, Ca 91342
Phone (818) 899-4457
Petitioner, in pro se

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Fourteen Amendment 2

REASON FOR GRANTING THE PETITION FOR REHEARING:

I. The Court should consider and grant this Petition for Rehearing because this Petition puts forth a "substantial ground not previously presented" in the Petition for Certiorari, to writ, (1) the United States District Court **denied** petitioner from filing its exhibits in the record, denied petitioner the right to discuss its exhibits, although petitioner was not familiar in conduction a trial in pro se. The United States District Court threatened petitioner with sanctions. Petitioner is protected under the United States Constitution the Fourteen Amendment; and (2) petitioner was **indigent** and could not file the appeal properly, the Court of Appeal for the Fifth Circuit **denied** petitioner's request to appoint petitioner counsel, depriving petitioner under the Fourteen Amendment of the Constitution.

One permissible ground for a Petition for Rehearing of an order denying a petition for certiorari is a "substantial ground not previously presented." Supreme Ct. Rule 44(2). As will be fully set forth below, a substantial ground not presented in the Petition for Certiorari is presented herein, and provides further and compelling ground for this Court to grant the writ of certiorari in the case.

II. The plaintiffs were sued on July 15, 1965 by Arc Music in the United States District Court of New York . Case No. 21-71 for *copyright infringement on song entitled "Iko-Iko." The plaintiffs did not write"Iko-Iko." Supplement # 7.*

III. On Jan 20, 1966 the plaintiffs were reminded that they had to appear for examination before trial on Wed, Jan 26, 1966 for *copyright infringement "Iko-Iko". Supplement # 8.* The claim for copyright infringement against the plaintiffs was settled.

Signed Feb 15, 1968 by a United States District *Judge. Supplement # 9.*The plaintiffs acknowledged and signed document # 002941 with respect to composition "Iko-Iko" Trio Music would be responsible for paying the plaintiffs their royalties on composition "Iko-Iko" and Melder Pub Co would was responsible for paying its writer on "Iko-Iko." Trio Music always paid the plaintiffs their writers royalties on "Iko-Iko." The District Judge and the Court of Appeal for the Fifth Circuit *erred in not throughly looking at this document* depriving petitioner his rights under the Fourteen Amendment of the United States Constitution. *Supplement # 002941.*

On Nov 17, 1968, the plaintiffs signed a letter of agreement acknowledged through a notary public. *Supplement # 's 002943-002944-002945 and 002946* stating that the plaintiffs did not write song entitled "Iko-Iko."

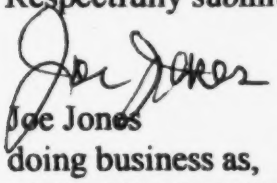
On May 22, 1973 Trio Music wrote one of plaintiffs Barbara Hawkins at her home in New Orleans explaining to her how they receive royalties on song entitled "Iko-Iko" and who was responsible for paying the plaintiffs their royalties from the " settlement agreement" they signed on Dec 2, 1968. Trio Music was responsible for paying the plaintiffs not Melder. *Supplement # 10.* The first publication on song entitled"Iko-Iko" was in 1963 under United States Copyright Law Title 17 the 1909 Act § 10. *Supplement # 11.* Dec 30, 1991 petitioner filed a PA Form timely on song entitled "Iko-Iko" in compliance with the United States Copyright Law, Title 17 and the 1909 Act § 10. *Supplement # 12.* Dec 30, 1991, petitioner filed a RE Form on song entitled "Iko-Iko" in compliance with the United States Copyright Law Title 17, the 1909 Act § 10. Supplement # 002957. April 5,1963 petitioner signed a managers contract with plaintiff, Barbara Hawkins her mother acknowledged and approved. Contract was signed in New Orleans, La .*Supplement # 000937.*

Jan 30,1965 in New York, plaintiffs by the name of The Meltons signed a recording contract with Leiber & Stoller Prod, Inc., not Melder. This is the only recording contract the plaintiffs signed. The name was The Meltones not The Dixie Cups. *Supplement # 002986.* March 10, 1965, plaintiffs signed a song writer's contract for song entitled "Iko-Iko"with Trio Music and Melder Pub Co, although the plaintiffs was infringing on song entitled "Iko-Iko." *Supplement # 1.*

CONCLUSION

The petition for rehearing should be granted.

Respectfully submitted:



Joe Jones
doing business as,
MELDER PUBLISHING CO.
10556 Arnwood Road
Lake View Terrace, Ca 91342
Phone (818)899-4457
Petitioner, in pro se.

CERTIFICATE OF GOOD FAITH

The undersigned hereby certifies that this petition for rehearing is restricted to the grounds specified in Rule 44.2 of the Rules of the Supreme Court and is presented in good faith and not for delay.

Joe Jones,
doing business as,
MELDER PUB CO.
Petitioner in pro se.

(3)

UNITED STATES SUPREME COURT

CASE NO. 031100

SUPPLEMENTS

#7-	Complaint/ USDC/NY- Arc Music
#8-	Notice to appeal examination before trial the plaintiffs
#9-	Settlement Agreement the plaintiffs
#'s 002943} 002944} 002945} 002946}	Agreement signed by the plaintiffs
#10-	Trio's letter to plaintiff, Barbara Hawkins
#11-	First Publication song entitled " Iko-Iko"
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# 002957-	RE Form song entitled "Iko-Iko"
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#002986-	Recording contract- The Meltons, not the Dixie Cups
#1-	Songwriter's contract, the plaintiffs, Trio Music & Melder Pub Co.

U.S. DISTRICT COURT
FILED
JUL 15 1965
S. D. OF N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARC MUSIC CORPORATION,

Plaintiff,

against

TRIO MUSIC CO., INC., MELDER PUB. CO., STUYVESANT PRODUCTIONS, INC., ROSA LEE HAWKINS, BARBARA ANN HAWKINS, JOAN MARIE JOHNSON, JOE JONES, BROADCAST MUSIC, INC. and LEIBER STOLLER PRODUCTIONS, INC.,

Defendants.

Civil Action File No. 2171

COMPLAINT

Plaintiff, by its attorneys, ORENSTEIN, ARROW & LOURIE, complaining of the defendants, states on information and belief:

FIRST: The jurisdiction of this Court is based upon the Copyright Act of the United States, specifically Title 17 U.S.C., Sections 1 et seq. of the United States Code, and upon Title 28 U.S.C., Section 1338.

SECOND: That at all times herein material, the plaintiff and defendants, TRIO MUSIC CO., INC., LEIBER STOLLER PRODUCTIONS, INC., BROADCAST MUSIC, INC. and STUYVESANT PRODUCTIONS, INC., were and are domestic corporations existing and doing business by virtue of the laws of the State of New York.

THIRD: That at all times herein material, the defendant, MELDER PUB. CO., is and was a foreign corporation existing and doing business under the laws of a state other than New York State, or is a proprietorship organized under the laws of a state other than New York State, the true facts being unknown to the plaintiff.

SUPPLEMENT

Johnson
EXHIBIT NO. 2
SHARON C. KLEIN

FOURTH: Prior to November, 1953, one JAMES CRAWFORD, a citizen of the United States of America, created and composed a musical composition entitled "JOCK-A-MO" which composition was a new and original composition, containing material wholly original with the said JAMES CRAWFORD.

FIFTH: On or about November 17, 1953, said JAMES CRAWFORD duly assigned and sold the said musical composition entitled "JOCK-A-MO" and all copyrights therein to plaintiff.

SIXTH: That at all times herein material and prior to April 29, 1965, plaintiff was the owner of a valid and subsisting common-law copyright in the said musical composition entitled "JOCK-A-MO", a copy of which musical composition is annexed hereto and marked Exhibit "A".

SEVENTH: On or about April 29, 1965, plaintiff duly filed a claim to unpublished copyright in the said musical composition entitled "JOCK-A-MO" with the United States Register of Copyrights and received from the Register of Copyrights a Certificate of Registration identified as #EU 880164, a copy of which certificate is annexed hereto and marked Exhibit "B".

EIGHTH: By reason of the foregoing and at all times herein material, the plaintiff was and still is the owner of a valid and subsisting copyright in the musical composition entitled "JOCK-A-MO".

NINTH: Prior to July 13, 1964, defendant, JOE JONES, together with defendants, ROSE LEE HAWKINS, BARBARA ANN HAWKINS, and JOAN MARIE JOHNSON, composed, created and arranged a musical composition entitled "IKO IKO" which contained substantial

062930

material copied from the said musical composition entitled "JOCK-A-MO" and they thereby infringed the said copyright in the said composition entitled "JOCK-A-MO". A copy of the musical composition entitled "IKO IKO" is attached hereto and marked Exhibit "C".

TENTH: Prior to July 13, 1964, defendants, ROSA LEE HAWKINS, BARBARA ANN HAWKINS and JOAN MARIE JOHNSON, assigned and sold the musical composition entitled "IKO IKO" and the copyright, if any, to defendants, MELDER PUB. CO. and TRIO MUSIC CO., INC.

ELEVENTH: Thereafter and on or about July 13, 1964, the defendants, MELDER PUB. CO. and TRIO MUSIC CO., INC., filed a claim to copyright in the said musical composition entitled "IKO IKO" and received a Certificate of Registration from the Register of Copyrights identified as #EU 836911.

TWELFTH: Thereafter the defendants recorded, arranged, and manufactured, offered for sale, sold and distributed phonograph records and copies of said musical composition entitled "IKO IKO" and publicly performed and licensed the public performance of the said musical composition and thereby repeatedly infringed the copyright owned by plaintiff in the said musical composition entitled "JOCK-A-MO".

WHEREFORE, plaintiff demands judgment with respect to each of the defendants as follows:

1. That defendants and each of them and their respective agents and servants be enjoined during the pendency of this action and permanently thereafter from infringing the said copyright owned by plaintiff in the musical composition entitled "JOCK-A-MO" in any manner, and said defendants be enjoined from

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making, distributing, offering for sale, selling or licensing any reproductions or copies of the said musical composition entitled "IKO IKO".

2. That each of the defendants be required to pay to the plaintiff such damages as plaintiff has sustained as a result of defendants' infringement of the said statutory copyright and the said common law copyright in and to the musical composition "JOCK-A-MO" and to account for all gains, profits and advantages derived by defendants by reason of their said infringements of the plaintiff's statutory and common law copyrighted musical composition or such damages as to the Court shall appear proper within the provisions of the copyright statutes.

3. That the defendants and each of them be required to deliver up to be impounded during the pendency of this action all such recordings and reproductions and copies of defendants' musical composition entitled "IKO IKO" and that such copies be ordered destroyed by the Court.

4. That each of the defendants pay to plaintiff its costs of this action and reasonable attorneys' fees to be allowed to the plaintiff by the Court.

5. That said plaintiff have such other and further relief as to the Court may seem just and proper.

ORENSTEIN, ARROW & LOURIE
Attorneys for Plaintiff

BY: Miles J. Lourie
Miles J.Lourie
A Member of the Firm

Office & P.O. Address
119 West 57th Street
New York, N.Y. 10019
Tel: JU 6-1451

Vices

LACHAT

ALAN KAHN

PARAMOUNT BUILDING
1501 Broadway, New York 36, N.Y.
LONGACRE 3-3185-6

January 20, 1966

Mr. Joe Jones
300 West 55th Street
New York, New York

Re: Arc v. Trio

Dear Joe:

This will serve as a reminder that you and Barbara, Joan Marie and Rosalee are all required to appear for examination before trial on Wednesday, January 26, 1966, at 10:00 A.M. in connection with the above matter. I am sending a carbon copy of this letter to the girls to remind them to be available.

Please arrange to have the girls available to meet with me on Monday, January 24th, at 2:00 P.M. at our office.

You are also reminded that you are scheduled to appear for continued examination in the Stuyvesant case on Tuesday, January 25, 1966. Please note this on your diary so that you will be available.

Kindest regards.

~~Sincerely,~~

SUPPLEMENT

Alan Kahn

cc: Misses Barbara Ann Hawkins,
Rosalee Hawkins and
~~Marie Johnson~~
Joan

002034

Johnson
EXHIBIT NO. 2
SHARON C. KLEIN

Tenney, J.
30

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

U.S. DISTRICT COURT
FILED
FEB 20 1968
S.D. OF N.Y.

Arc Music Corp. v

Plaintiff

against

Trio Music Co. Inc. et al

Defendant

Civil Action

File No.
65civ2171

12-28-67

This cause having duly come on to be heard before me and the attorneys for all parties having appeared and advised the Court that all caims asserted herein have been settled, it is ORDERED that the above entitled action be and hereby is discontinued without costs to either party.

Dated: Feb. 15, 1968

U. S. D. J.

MICROFILM
FEB 20 1968

SUPPLEMENT

Johnson
EXHIBIT NO. 9
SHARON C. KLEIN

ARC MUSIC CORPORATION
1619 Broadway
New York, New York 10019

Dated: Dec 2, 1965

Melders Publishing Corporation
c/o Martin J. Machat
1501 Broadway'
New York, N.Y. 10036

Trio Music Co., Inc.
c/o Eastman & Eastman
39 West 54th Street
New York, N.Y. 10019

Re: Arc Music Corporation v.
Trio Music Co., Inc. et al 65 Civ. 2171

Gentlemen:

This will confirm the agreement between you and us in settlement of the controversy which is the subject matter of the action referred to above in the U.S. District Court for the Southern District of New York in which we allege that the printing, recording, performing and/or other exploitation of the song "IKO IKO" (hereinafter sometimes called the "Song") infringes our copyright in the musical composition "JOCK-A-MO".

1. (a) You hereby assign irrevocably and forever to us one-third (1/3) of all gross receipts which you, or either of you, have received or will receive as a result of the exploitation in any manner of the Song, anywhere throughout the world, during or with respect to the full term of copyright in each respective country, including all renewals and extensions thereof now or hereafter provided, including but not limited to, receipts from:

(i) The sale or other distribution of sheet music or other form of musical notation;

(ii) The sale or other distribution of sound recordings, including discs, tapes, films, and any other devices now or hereafter devised for the recording or reproduction of sound;

(iii) The public performance of the Song;

(iv) The synchronization of the Song with motion pictures; and

(v) The licensing of others to do any or all of the foregoing.

"Please be advised that one-third (1/3) of all sums to be remitted by you to us on account of "IKO IKO" has been assigned to:

Arc Music Corporation
1619 Broadway
New York, N.Y. 10019

"You are accordingly directed to remit directly to Arc Music Corporation, at the above address, one-third (1/3) of all sums due and to become due pertaining to "IKO IKO". (Such remittances are to include one-third (1/3) of all sums due to the writers or composers of this Song as well as of sums due to its publishers and copyright owners).

"You are furthermore advised this instance to remit directly to Melders Publishing Corporation ~~c/o Martin J. Machat, Esq., located at 1501 Broadway~~, New York, N.Y. 10036, and to Trio Music Co., Inc., ~~c/o Eastman & Eastman, Esqs., located at 39 West 54th Street~~, New York, N.Y., one-third (1/3) of all sums due and to become due pertaining to "IKO IKO". Said sums shall be payable to ~~Martin J. Machat as attorney on behalf of~~ Melders Publishing Corporation and shall be payable to ~~Eastman & Eastman as attorneys on behalf of~~ Trio Music Co., Inc., which payments shall be deemed to be payments to Melders Publishing Corporation and Trio Music Co., Inc."

"You are also requested to furnish to Arc Music Corporation and to Melders Publishing Corporation a duplicate copy of all reports and accountings heretofore furnished or hereafter due with respect to said musical composition."

(b) Without limiting the generality of the foregoing, you agree, this date, to advise Broadcast Music, Inc. (BMI), in writing, that you, and each of you, have irrevocably and forever assigned to Arc Music Corporation one-third (1/3) of all sums heretofore and hereafter credited by Broadcast Music Inc. (but not yet paid) as the publishers' share with respect to the Song (including receipts from performances in the United States and any foreign countries) and ~~to cause~~ the writers of the Song, to advise BMI, in writing, that they, and each of them, have irrevocably and forever assigned to James Crawford, Jr. forty percent (40%) of all sums heretofore and hereafter credited by BMI (but not yet paid) as the writers' share with respect to the Song (including receipts from performances in the United States and any foreign countries).

Trio Music Co., Inc. and Melders Publishing Corporation shall further advise Broadcast Music, Inc. (BMI) in writing that one-third (1/3) of all sums heretofore and hereafter credited by BMI (but not yet paid) as the publishers' share with respect to the Song (including receipts for performances in the United States and any foreign countries) shall be paid directly to Melders Publishing Corporation c/o Martin J. Machat, Esq., located at 1501 Broadway, New York, N.Y. 10036, and to Trio Music Co., Inc. ~~c/o Eastman & Eastman, Esqs., located at 39 West 54th Street~~, New York, N.Y. Said sums shall be payable to ~~Martin J. Machat as attorney on behalf of~~ Melders Publishing Corporation and to ~~Eastman & Eastman as attorneys on behalf of~~ Trio Music Co., Inc. which payments shall be deemed to be payments to Melders Publishing Corporation and Trio Music Co., Inc. To the extent that James Crawford, Jr. is entitled to sums heretofore paid out by BMI, you agree to cause the writers of the Song to authorize BMI to withhold from monies hereafter credited to the writers, with respect to any work whatsoever and to pay such withheld monies to him. You further agree that such advice and instructions to Broadcast Music, Inc. (BMI) shall be in duplicate, with one copy directed to the foreign department of said organization;

(c) You agree not to countermand or change in any respect the instructions set forth in paragraphs 3(a) and (b) above.

4. (a) You agree to supplement and keep current the Schedules hereto by advising us of any agreements granting any rights or licenses with respect to the Song within ten (10) days after execution or consummation, and of any new recording of the Song not the subject of any agreement within ten (10) days after learning of any such recording.

(b) (i) Notwithstanding paragraph 1(b) hereof, you agree to furnish us with a duplicate copy of any and all reports or accountings which either of you renders to the other reflecting receipt of sums on account of the Song.

(ii) You agree to furnish us with copies of all reports and accountings which either of you has received to date with respect to exploitation of the Song.

(iii) We, or our agents, shall have the right at any time during regular business hours, and upon reasonable notice, to examine the books and records of you, or either of you, insofar as they pertain to the Song.

5. You agree that any agreement under which you are or may be entitled to receipts on account of the exploitation of the Song which you, or either of you, enter into after the date hereof, will contain provisions that: (a) one-third (1/3) of all sums to be paid ~~on account of such exploitation be paid by licensee directly~~ to Arc Music Corporation, at the above address, (b) a copy of all reports and accountings required or furnished under said agreement be transmitted directly to Arc Music Corporation.

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6. You warrant and represent that the following sums have been collected on account of the Song:

(a) $ 6154.49 -received by Trio Music Co., Inc.

(b) $ 1903.27 -received by Melders Publishing Corporation.

(c) $ 1323.07 -being held by Trio Music Co., Inc. for the account of Melders Publishing Corporation.

(d) $ — 0 — -being held by Melders Publishing Corporation for the account of Trio Music Co., Inc.

7. Notwithstanding anything herein contained to the contrary it is expressly agreed and understood that Trio Music Co., Inc. and Melders Publishing Corporation shall simultaneously with the execution of this agreement settle their account pursuant to the figures referred to in paragraph 6 herein, and in accordance therewith Trio Music Co., Inc. shall deliver to Melders Publishing Corporation the sum being held by it for the account of Melders Publishing Corporation, namely $ 1323.07 , ~~payable to Martin J. Machat as attorney~~, and in turn Melders Publishing Corporation shall deliver to Trio Music Co., Inc. the sum being held by it for the account of Trio Music Co., Inc., namely $ — 0 — , ~~payable to Eastman & Eastman as attorneys.~~

8. Simultaneously with the execution of this agreement, you will deliver to us one-third (1/3) of the total sums received by you as set forth in paragraphs 6 and 7 above, namely, * { $ 1957.50 (TRIO). 654.42 (MELDERS)

If the foregoing set forth the agreement between you and us, please sign in the place indicated below, and cause all writers whose names have been mentioned in connection with the creation of the Song in the course of the action referred to above to indicate their consent hereto by signing in the places indicated below.

* PER ATTACHED STATEMENT

Very truly yours,

ARC MUSIC CORPORATION

By: Harry Melders

~~ACCEPTED AND AGREED TO:~~

MELDERS PUBLISHING CORPORATION
(sued as Melder Pub. Co.)

By: Jon Jones

002940

ACCEPTED AND AGREED TO:

TRIO MUSIC CO., INC.

By: _____

We each jointly and separately hereby consent to the foregoing agreement insofar as our respective interests may exist. In consideration of the execution of the above agreement we each jointly and separately release Trio Music Co., Inc. and Melders Publishing Corporation from any and all claims of any nature with respect to the composition "IKO IKO".

Various of us have entered into a publishing agreement with Melders Publishing Corporation (a/k/a-Melder Pub. Co.) and/or Trio Music Co., Inc. for the composition entitled "IKO IKO". We jointly and separately agree, insofar as our interests may apply that the parties to said publishing agreement shall receive as the sole royalties payable to any of the undersigned 1/2 of the net royalties for mechanical reproduction and/or synchronization of the composition received by Trio for its account and 1/2 of the mechanical and/or synchronization received by Melders Publishing Corporation for its account, pursuant to said agreement as our sole writers royalties payable with respect to the composition "IKO IKO", it being understood and agreed that Trio Music Co., Inc. shall be liable for writers royalties solely with respect to its actual share of its receipts for mechanical and synchronization fees pursuant to this agreement and that no claim for writers royalties will be made against Trio Music Co., Inc. with respect to monies received by it with respect to "IKO IKO" which are paid or payable to others pursuant to this agreement(of course writers share of performance royalties are paid directly by BMI)

Rose Lee Hawkins

Rose Lee Hawkins

Barbara Ann Hawkins

Barbara Ann Hawkins

Joan Marie Johnson

Joan Marie Johnson

Joe Jones

Joe Jones

Maralyn Jones

Maralyn Jones

Sharon Jones

Sharon Jones

Jessie Thomas

Jessie Thomas

SUPPLEMENT

STATE OF ~~NEW YORK~~ LOUISIANA)
~~COUNTY~~ PARISH OF ~~NEW YORK~~ ORLEANS : SS.:

On the 17th day of November, 1968, before me personally came Maralyn Jones, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Notary Public

My Commission expires At Death.

STATE OF ~~NEW YORK~~ LOUISIANA)
~~COUNTY~~ PARISH OF ~~NEW YORK~~ ORLEANS : SS.:

On the 17th day of November, 1968, before me personally came Sharon Jones, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Notary Public

My Commission expires At Death

SUPPLEMENT

STATE OF ~~NEW YORK~~ LOUISIANA)
: SS.:
~~COUNTY~~ PARISH OF ~~NEW YORK~~ ORLEANS)

On the 17th day of November, 1968, before me personally came Rosa Lee Hawkins, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Notary Public

My Commission expires At Death

STATE OF ~~NEW YORK~~ LOUISIANA)
: SS.:
~~COUNTY~~ PARISH OF ~~NEW YORK~~ ORLEANS)

On the 17th day of November, 1968, before me personally came Barbara Ann Hawkins, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Notary Public

My Commission expires At Death

SUPPLEMENT

062344

STATE OF ~~NEW YORK~~ LOUISIANA)
PARISH ORLEANS : SS.:
~~COUNTY~~ OF ~~NEW YORK~~)

On the 17th day of November, 1968, before me personally came Joan Marie Johnson, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Charles H. Ford Jr.
Notary Public

My commission expires At Large

STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On the 14th day of November, 1968, before me personally came Joe Jones, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Notary Public

BARRY I. FREDERICKS
NOTARY PUBLIC, State of New York
No. 31-1308310
Qualified in New York County
Commission Expires March 30, 1969

SUPPLEMENT

STATE OF ~~NEW YORK~~ LOUISIANA)
~~COUNTY~~ PARISH OF ~~NEW YORK~~ ORLEANS : SS.:
)

On the 17th day of November, 1968, before me personally came, Jessie Thomas, to me known and known to me to be the person described in and who executed the foregoing letter agreement and he duly acknowledged to me that he executed same.

Edwards F. Kent Jr.
Notary Public

My Commission Expires At Death.

SUPPLEMENT

TRIO MUSIC COMPANY, INC.

May 22, 1973

The Dixie Cups
c/o Miss Barbara Hawkins
1733 Saint Anthony Street
New Orleans, Louisiana 70116

Dear Barbara,

Thanks for your letter of May 13, re IKO-IKO.

The 40% writers royalty payable to James Crawford refers only to performance royalties, which are paid directly to all of you through BMI. The agreement of December 2, 1968, divides the gross income into three equal shares: one third to Trio Music, one third to ARC Music, and one third to Joe Jones, for Melder Music. The three publishers then pay their respective writers - Arc pays James Crawford, Melder pays Maralyn Jones, Sharon Jones and Jessie Thomas, and Trio pays you.

You receive fifty percent of what Trio receives. Since Trio only receives one third of the total income, you receive one half of one third, for a total of one sixth of the gross. Since you divide your share between you, you each receive one third of one sixth, or one eighteenth.

I hope this answers your question. If there's anything else you'd like to know, please write and ask me.

Sincerely,

TRIO MUSIC CO., INC.

Faith Whitehill

FW:ms

SUPPLEMENT

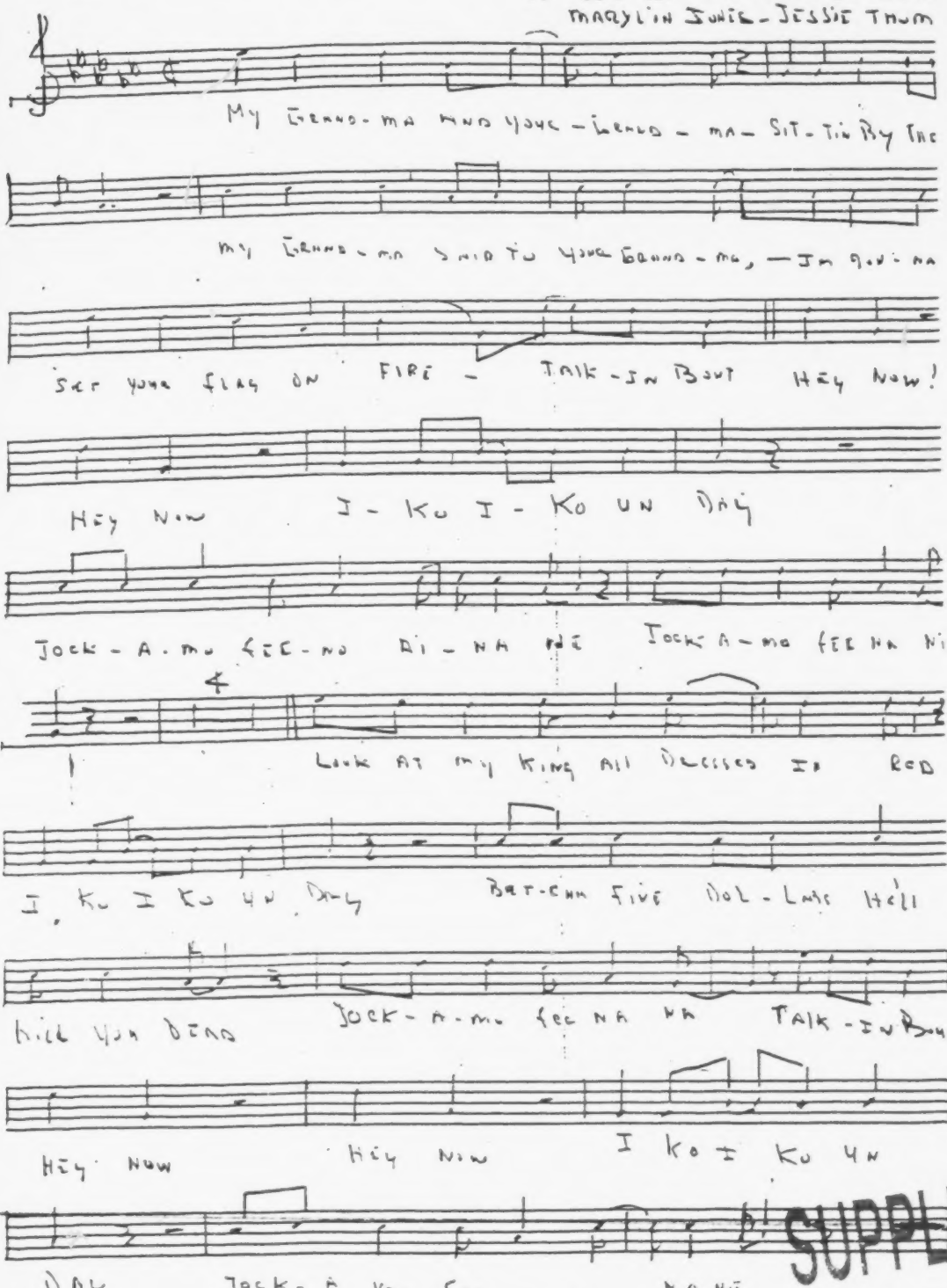
Johnson
EXHIBIT NO. 10
SHARON C. KLEIN

002950

RETAIL SALE .99 CENTS

IKO IKO

WORDS + MUSIC
BY JOE JONES - SHARON JONI
MARYLIN JONES - JESSIE THUM


My Grand-ma and your Grand-ma Sit-tin By the
my Grand-ma said to your Grand-ma, — Im gon-na
Set your flag on FIRE - Talk-in Bout Hey Now!
Hey Now I - Ko I - Ko un Day
Jock-A-mo fee-no Ai-na ne Jock A-mo fee na Ni
Look At my King All Dressed In Red
I Ko I Ko un Day Bar-ben five Dol-lars Hell
hold you Dead Jock-A-mo fee na na Talk-in Bout
Hey Now Hey Now I Ko I Ko un
Day Jock-A mo fee-no ai na ne

SUPPLEMENT

BURBANK 2
30 Stone Radius
© 1963 MELDEN PUBLISHING CO c/o JOE JONES
2114 NEW ORLEANS ST. NEW ORLEANS LOUISIANA

Johnson
EXHIBIT NO. 11
SHARON C. KLEIN

RTIFICATE OF REGISTRA .ON

FORM PA
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PA 551 170
PAU

EFFECTIVE DATE OF REGISTRATION

Month DEC 30 Day 1991 Year

UNITED STATES COPYRIGHT OFFICE
THE LIBRARY OF CONGRESS
OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS
United States of America

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

IKO-IKO

PREVIOUS OR ALTERNATIVE TITLES ▼

NONE

SUPPLEMENT

EXHIBIT NO. 17
SHARON C. KLEIN

NATURE OF THIS WORK ▼ See instructions

WORDS & MUSIC

2 a NAME OF AUTHOR ▼

JOE JONES, SR.

DATES OF BIRTH AND DEATH
Year Born ▼ 1926 Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Words & music

NOTE
Under the law, the "author" of a

NAME OF AUTHOR ▼

SHARON JONES

DATES OF BIRTH AND DEATH
Year Born ▼ 1949 Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

words & music

c NAME OF AUTHOR ▼

JESSIE THOMAS

DATES OF BIRTH AND DEATH
Year Born ▼ 1936 Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Words & music

3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1963 ◀ Year
This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Complete this information ONLY if this work has been published.
Month ▶ Jan Day ▶ 7 Year ▶ 1963
USA ◀ Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

MELDER PUBLISHING COMPANY
C/O Joe Jones
10556 Arnwood Road (Lake View Terrace, CA

See instructions before completing this space

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

BY WRITTEN AGREEMENT 002054

APPLICATION RECEIVED
DEC 30 1991
ONE DEPOSIT RECEIVED
TWO DEPOSITS RECEIVED
REMITTANCE NUMBER AND DATE

DO NOT WRITE HERE
OFFICE USE ONLY

EXHIBIT
A

8124913

CONTINUATION SHEET FOR FORM PA

FORM PA/CON

UNITED STATES COPYRIGHT OFFICE

If at all possible, try to fit the information called for into the spaces provided on Form PA.

If you do not have space enough for all of the information you need to give on Form PA, use this continuation sheet and submit it with Form PA.

If you submit this continuation sheet, leave it attached to Form PA. Or, if it becomes detached, clip (do not tape or staple) and fold the two together before submitting them.

PART A of this sheet is intended to identify the basic application. **PART B** is a continuation of Space 2. **PART C** is for the continuation of Spaces 1, 4, or 6. The other spaces on Form PA call for specific items of information, and should not need continuation.

REGISTRATION NUMBER
PA PA 551 170 PAU

EFFECTIVE DATE OF REGISTRATION
DEC 30 1991
(Month) (Day) (Year)

CONTINUATION SHEET RECEIVED
DEC 30 1991

Page 2 of 2 pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

A Identification of Application

IDENTIFICATION OF CONTINUATION SHEET: This sheet is a continuation of the application for copyright registration on Form PA submitted for the following work:

- TITLE: (Give the title as given under the heading "Title of this Work" in Space 1 of Form PA.)
  IKO-IKO
- NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): (Give the name and address of at least one copyright claimant as given in Space 4 of Form PA.)
  Melder publishing Company, 10556 Arnwood Road(LVT,CA.)

B Continuation of Space 2

d

NAME OF AUTHOR: Marylin Jones
Was this author's contribution to the work a "work made for hire"? Yes..... No....X
DATES OF BIRTH AND DEATH: Born 1930 Died .....

AUTHOR'S NATIONALITY OR DOMICILE:
Citizen of USA (Name of Country) } or { Domiciled in USA (Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
Anonymous? Yes..... No X
Pseudonymous? Yes..... No X
If the answer to either of these questions is "Yes," see detailed instructions attached.

AUTHOR OF: (Briefly describe nature of this author's contribution)
words & music

☐

NAME OF AUTHOR:
Was this author's contribution to the work a "work made for hire"? Yes..... No.....
DATES OF BIRTH AND DEATH: Born ..... Died .....

AUTHOR'S NATIONALITY OR DOMICILE:
Citizen of ..... (Name of Country) } or { Domiciled in ..... (Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
Anonymous? Yes..... No.....
Pseudonymous? Yes..... No.....
If the answer to either of these questions is "Yes," see detailed instructions attached.

AUTHOR OF: (Briefly describe nature of this author's contribution)

☐

NAME OF AUTHOR:
Was this author's contribution to the work a "work made for hire"? Yes..... No.....
DATES OF BIRTH AND DEATH: Born ..... Died .....

AUTHOR'S NATIONALITY OR DOMICILE:
Citizen of ..... (Name of Country) } or { Domiciled in ..... (Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
Anonymous? Yes..... No.....
Pseudonymous? Yes..... No.....
If the answer to either of these questions is "Yes," see detailed instructions attached.

AUTHOR OF: (Briefly describe nature of this author's contribution)

C Continuation of Other Spaces

CONTINUATION OF (Check which): ☐ Space 1 ☐ Space 4 ☐ Space 6

SUPPLEMENT

002555

EXHIBIT A

CERTIFICATE OF REGISTRATION

FORM PA
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PA 551 170

PAU

EFFECTIVE DATE OF REGISTRATION

Month DEC 30 Day 1991 Year

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS
United States of America

OFFICIAL SEAL

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼

IKO-IKO SUPPLEMENT

PREVIOUS OR ALTERNATIVE TITLES ▼

NONE

EXHIBIT NO. 17
SHARON C. KLEIN

NATURE OF THIS WORK ▼ See instructions

WORDS & MUSIC

2 a NAME OF AUTHOR ▼

JOE JONES, SR.

DATES OF BIRTH AND DEATH
Year Born ▼ 1926 Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Words & music

NOTE
Under the law, the "author" of a

b NAME OF AUTHOR ▼

SHARON JONES

DATES OF BIRTH AND DEATH
Year Born ▼ 1949 Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

words & music

c NAME OF AUTHOR ▼

JESSIE THOMAS

DATES OF BIRTH AND DEATH
Year Born ▼ 1938 Year Died ▼

Was this contribution to the work a "work made for hire"? ☐ Yes ☒ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR { Citizen of ▶ USA
Domiciled in ▶

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

Words & music

3 YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED 1963 ◀ Year
This information must be given in all cases.

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Complete this information ONLY if this work has been published.
Month ▶ Jan Day ▶ 7 Year ▶ 1963
USA ◀ Nation

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

MELDER PUBLISHING COMPANY
C/O Joe Jones
10556 Arnwood Road (Lake View Terrace, C

See instructions before completing this space

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

BY WRITTEN AGREEMENT 002334

DO NOT WRITE HERE
OFFICE USE ONLY

APPLICATION RECEIVED
DEC 30 1991

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED
DEC 30 1991

REMITTANCE NUMBER AND DATE

EXHIBIT
A

* 0 4 2 4 9 4 2 6 *

CONTINUATION SHEET FOR FORM PA

FORM PA/CON

UNITED STATES COPYRIGHT OFFICE

If at all possible, try to fit the information called for into the spaces provided on Form PA.

If you do not have space enough for all of the information you need to give on Form PA, use this continuation sheet and submit it with Form PA.

If you submit this continuation sheet, leave it attached to Form PA. Or, if it becomes detached, clip (do not tape or staple) and fold the two together before submitting them.

PART A of this sheet is intended to identify the basic application. **PART B** is a continuation of Space 2. **PART C** is for the continuation of Spaces 1, 4, or 6. The other spaces on Form PA call for specific items of information, and should not need continuation.

REGISTRATION NUMBER
PA PA 551 170 PAU

EFFECTIVE DATE OF REGISTRATION
DEC 30 1991 (Month) (Day) (Year)

CONTINUATION SHEET RECEIVED
DEC 30 1991

Page 2 of 2 pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

A Identification of Application

IDENTIFICATION OF CONTINUATION SHEET: This sheet is a continuation of the application for copyright registration on Form PA submitted for the following work:

- TITLE: (Give the title as given under the heading "Title of this Work" in Space 1 of Form PA.)
  IKO-IKO
- NAME(S) AND ADDRESS(ES) OF COPYRIGHT CLAIMANT(S): (Give the name and address of at least one copyright claimant as given in Space 4 of Form PA.)
  Melder publishing Company, 10556 Arnwood Road(LVT,CA.)

B Continuation of Space 2

NAME OF AUTHOR: Marylin Jones
Was this author's contribution to the work a "work made for hire"? Yes..... No....X
DATES OF BIRTH AND DEATH: Born 1930 (Year) Died ..... (Year)

[d] AUTHOR'S NATIONALITY OR DOMICILE:
Citizen of USA (Name of Country) } or { Domiciled in USA (Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
Anonymous? Yes..... No X...
Pseudonymous? Yes..... No X...
If the answer to either of these questions is "Yes," see detailed instructions attached.

AUTHOR OF: (Briefly describe nature of this author's contribution)
words & music

[ ] NAME OF AUTHOR:
Was this author's contribution to the work a "work made for hire"? Yes..... No.....
DATES OF BIRTH AND DEATH: Born ..... (Year) Died ..... (Year)

[ ] AUTHOR'S NATIONALITY OR DOMICILE:
Citizen of ..... (Name of Country) } or { Domiciled in ..... (Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
Anonymous? Yes..... No.....
Pseudonymous? Yes..... No.....
If the answer to either of these questions is "Yes," see detailed instructions attached.

AUTHOR OF: (Briefly describe nature of this author's contribution)

[ ] NAME OF AUTHOR:
Was this author's contribution to the work a "work made for hire"? Yes..... No.....
DATES OF BIRTH AND DEATH: Born ..... (Year) Died ..... (Year)

[ ] AUTHOR'S NATIONALITY OR DOMICILE:
Citizen of ..... (Name of Country) } or { Domiciled in ..... (Name of Country)

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK:
Anonymous? Yes..... No.....
Pseudonymous? Yes..... No.....
If the answer to either of these questions is "Yes," see detailed instructions attached.

AUTHOR OF: (Briefly describe nature of this author's contribution)

C Continuation of Other Spaces

CONTINUATION OF (Check which): ☐ Space 1 ☐ Space 4 ☐ Space 6

SUPPLEMENT

002055

EXHIBIT
λ

RTIFICATE OF RENEWAL . . EGISTRATION

UNITED STATES COPYRIGHT OFFICE

This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 304 of title 17, United States Code, attests that renewal registration has been made for the work identified below. The information has been made a part of the Copyright Office records.

REGISTER OF COPYRIGHTS
United States of America

REGISTRATION NUMBER
RE 562 488

EFFECTIVE DATE OF RENEWAL REGISTRATION
DEC. 30 1991
(Month) (Day) (Year)

~~OFFICIAL SEAL~~

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

1 Renewal Claimant(s)

RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions)

1
Name JOE JONES, SR. C/O MELDER PUBLISHING CO.
Address 10556 Arnwood Road. (Lake view Terrace, Ca. 91342.)
Claiming as AUTHOR
(Use appropriate statement from instructions)

2
Name SHARON JONES C/O MELDER PUBLISHING COMPANY
Address 10556 Arnwodo Road(Lake View TErrace, Ca. 913420
Claiming as AUTHOR
(Use appropriate statement from instructions)

3
Name JESSIE THOMAS C/O MELDER PUBLISHING COMPANY
Address 10556 Arnwood Road(Lake View Terrace, Ca. 91342)
Claiming as AUTHOR
(Use appropriate statement from instructions)

TITLE OF WORK IN WHICH RENEWAL IS CLAIMED:

"IKO-IKO"

SUPPLEMENT

Johnson
EXHIBIT NO. 13
SHARON C. KLEIN

RENEWABLE MATTER:

WORDS * MUSIC

042494359

CONTRIBUTION TO PERIODICAL OR COMPOSITE WORK:

Title of periodical or composite work:

If a periodical or other serial, give: Vol. No. Issue Date

3 Author(s)

AUTHOR(S) OF RENEWABLE MATTER:

JOE JONES, SR(words & music)
SHARON JONES(words & music)
JESSIE THOMAS(words & music)
MARYLIN JONES (words & music)

EXHIBIT
A

Items of Original Registration

ORIGINAL REGISTRATION NUMBER:

* PA 551 170

ORIGINAL COPYRIGHT CLAIMANT:

MELDER PUBLISHING COMPANY
002957

ORIGINAL DATE OF COPYRIGHT:

• If the original registration for this work was made in published form, give

Jan 7 1963

OR

• If the original registration for this work was made in unpublished form, give

CONTINUATION SHEET FOR APPLICATION FORM RE

FORM RE/CON
UNITED STATES COPYRIGHT OFFICE

ISTRUCTIONS

- This Continuation Sheet is to be used **only** in conjuction with Basic Form RE.
- Use this sheet only if you need more space to continue the listing started in Space 1 and/or Space 5 of Form RE. Use as many additional continuation sheets as you need.
- Follow instructions accompanying Form RE in filling out this continuation sheet. Number each line in Spaces B and C consecutively.
- Submit this continuation sheet with the Basic Form RE and the other continuation sheets, if any. Clip (do not tape or staple) and fold all sheets together before submitting them.

REGISTRATION NUMBER
RE 562 488

EFFECTIVE DATE OF RENEWAL REGISTRATION
(Month) (Day) (Year)

CONTINUATION SHEET RECEIVED
DEC 30 1991

Page _____ of _____ pages

DO NOT WRITE ABOVE THIS LINE. FOR COPYRIGHT OFFICE USE ONLY

A Identification of Application

IDENTIFICATION OF CONTINUATION: This sheet is a continuation of Space 1 and Space 5 of the application for renewal registration on Form RE, submitted for the following:

- TITLE AT SPACE 2 OR TITLE OF FIRST OF GROUP OF WORKS IN WHICH RENEWAL IS CLAIMED: (Give first title as given in Space 5 of Form RE) IKO-IKO
- RENEWAL CLAIMANT AND ADDRESS: (Give the name and address of at least one renewal claimant as given in Space 1 of Form RE) Joe Jones, Sr., 10556 Arnwood Road, Lake View Terrace, Ca.

B Continuation of Space 1

RENEWAL CLAIMANT(S), ADDRESS(ES), AND STATEMENT OF CLAIM: (See Instructions on Basic Form RE)

[4]
Name MARYLIN JONES C/o Melder Publishing Company
Address 10556 Arnwood Road, Lake View Terrace, Ca.91342
Claiming as Author

[ ]
Name
Address
Claiming as

[ ]
Name
Address
Claiming as

[ ]
Name
Address
Claiming as

[ ]
Name
Address
Claiming as SUPPLEMENT

EXHIBIT A

[ ]
Name
Address
Claiming as

STATE OF LOUISIANA

AND

PARISH OF ORLEANS

Joe Jones

THIS AGREEMENT, made and entered into between Joe Jones hereinafter called the "AGENT and/or ARTIST'S MANAGER" and Barbara Ann Hawkins hereinafter called the "ARTIST".

1. The Artist employs the Agent as his sole and exclusive Agent and/or Artist's Manager, and agrees not to act as his own agent during the term hereof, and the Agent or Artist's Manager accepts such employment.

2. The term of this contract shall be for a period beginning on the 5th day of April 1963 and ending on the 4th day of April 1968.

3. The original term may be extended for a further term of 5 years immediately succeeding the expiration of the term hereof, upon all of the terms and conditions as hereon set forth, by giving the Artist notice in writing, addressed to his address as set forth herein, at least ten (10) days prior to the expiration of the original term.

4. (a) The Artist agrees to pay the Agent a sum equal to Twenty per cent of all gross monies or other consideration received by the Artist directly or indirectly for all services, motion pictures, talking pictures, radio, personal appearances, television, theatres, musical comedies, night clubs, recordings, writing, hotels, resorts, mechanical or electrical transcriptions, and any and all other endeavors in the field of entertainment.

(b) The Agent shall be entitled to receive the aforementioned percentage and no termination of this contract shall deprive the Agent of the right to receive commissions or compensation on monies earned or received by the Artist prior to the date of termination, as earned or received by the Artist after the date of termination of the contract on contracts entered into by the Artist prior to the effective date of any such termination including any option contained in such Artists Contracts exercised prior to or after the termination of this contract.

(c) Any monies or other consideration received by the Artist, or by anyone for or on shi behalf, in connection with any termination of any contract of the Artist on which the Agent would otherwise be entitled to receive commissions, or in connection with the settlement of any such contract, or any litigation arising out of such contract, shall also be monies in connection with which the Agent is entitled to the aforesaid percentages; provided however, that in such event the Artist shall be entitled to deduct arbitration fees, reasonable expenses and court costs before computing the amount upon which the Agent is entitled to his own percentages.

(d) So long as the Agent receives commissions from the Artist, the Agent shall be obligated to serve the Artist and perform the obligations of this Contract with respect to the services of the Artist on which such commissions are based.

(e) Money paid pursuant to legal process to the Artist's creditors, or by virtue of assignment or direction of the Artist, and deductions from the Artist's compensation made pursuant tolaw in the nature of a collection tax at the source, or withholding taxes shall be treated as compensation received for or on the Artist's behalf.

5. The Artist warrants and represents that there are no outstanding commitments that prevents or limits him from entering into this agreement and that so long as this agreement shall remain in force he shall enter into no agreements with others that shall conflict with the terms and conditions of this agreement.

SUPPLEMENT

000937

7. The Artist agrees to refer to the Agent all offers of employement which he may receive and Agent agrees to give such offers his attention and advise Artist thereon.

8. It is mutually agreed that all monies that the Agent may have to expend for promotional purposes for the Artist, such as: publicity, gowns, clothing, or musical arrangements, and all other expenses necessary, are approved by the Artist as a loan to the Artist from his agent, and shall be paid back to the Agent by the Artist from the Artist's earnings.

9. It is further agreed that the Artist has unique and exceptional ability and talent and that in the event that Artist attempts to render his or her services for anyone or under the direction of anyone during the terms of this agreement, the Agent shall be entitled to an injunction to restrain the same in addition to any other remedies available to him. It is further agreed that this provision is of the essence of this agreement, and that if the same were not made by the Artist, the Agent would not have entered into this agreement.

10. All notices and other correspondence between the Agent and the Artist as may be necessary under this exclusive agency contract shall be sent to the Artist at the following address: 1144 S. Galvez Street. The Artist represents that he is 20 years of age.

11. The Agent shall not be liable for any of the debts, personal or business obligations of the Artist.

12. The Agent shall have the right to transfer his rights and interest in this agreement of the Artist.

13. The Agent agrees to:

a. Confer with, counsel and advise Artist in matter relating to Artist's professional career.

b. Advise Artist in connection with the exploitation of his name and talents.

c. Negotiate the terms of Artist's contract and to counsel and advise Artist on the choice of a booking agent.

d. To generally exert every effort to further the Artist professional career.

14. A waiver or breach of any provision herein by either party shall not be deemed a waiver of any subsequent breach, nor a permanent modification of such provision.

WITNESSES:

ACCEPTED AND APPROVED:

s/ Mrs. Lucille M. Hawkins

s/ Barbara Ann Hawkins

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

Mrs. Lucille M. Hawkins and Barbara Ann Hawkins

who did declare unto me, NOtary, that he, she, they have read the agreement, that he, she, they fully understand the terms of said agreement, and by his, her, their signatures hereto they bind themselves to comply strictly with the terms of said agreement.

Sworn to and subscribed before me this 5th day of April 1963.

s/ Charles A. Levy, Jr.
Notary Public

(My commission expires)

A TRUE COPY, Charles A. Levy, Jr. NOTARY PUBLIC

SUPPLEMENT

January 30, 1962

To: Rosalie Hawkins, Barbara Anne Hawkins
and Joan Marie Johnson, Jointly:

The following, when signed by you and us, will constitute the agreement between us:

1. You, jointly and severally, will render your exclusive services, as a performer or performers, alone or with others, at recording sessions and at studios, at times and at places all to be designated by us, for the purpose of making phonograph records for a period of one (1) year from the date hereof. The musical compositions to be recorded shall be designated by us, and each recording shall be subject to our approval as satisfactory for the manufacture and sale of phonograph records. During each term of the agreement, you will perform for the recording of a minimum of four (4) satisfactory 78 RPM record sides or their equivalent, and we agree we will record your performances of a minimum of four (4) selections. Additional recordings shall be performed by you and recorded by us as we designate from time to time.

You are presently recording under the name of THE MEL-TONES
We shall have the right to substitute others to perform under such name in the event you refuse to perform pursuant to the terms of this agreement.

2. All masters recorded hereunder and all matrices and phonograph records manufactured therefrom, together with the performances embodied thereon, shall be entirely our property, free from any claims whatsoever by you or any person deriving any rights or interests from you, except the payment of royalties as here in provided. Without limiting the generality of the foregoing, we and/or our subsidiaries, affiliates, assigns and licensees or successors, shall have the unlimited right, from time to time, to manufacture, by any method now or hereafter known, phonograph records and other reproductions of the compositions performed by you and recorded hereunder, and to sell, transfer or otherwise deal in the same throughout the world under any trade marks, trade names, and labels, ours or others, or to refrain from such manufacture, sale and dealing.

3. During the term of this agreement you will not perform for the purpose of making phonograph records for any person other than us, and during a period of five (5) years from the termination of this agreement, for any reason whatsoever you will not perform any musical composition recorded hereunder for any person other than us for the purpose of making phonograph records; and you acknowledge that your services are unique and extraordinary.

4. For your services rendered hereunder, and for the rights granted herein to us, we will make a non-returnable payment to you, within fourteen (14) days after the services are rendered at each recording session, at the rate of union scale, and each such payment shall constitute an advance and shall be charged against your royalties under this or any other agreement between you and us if and when earned. We shall specify your accompaniment (instrumental and vocal), arrangements and copying in respect of recordings made hereunder, and we shall pay the costs of such accompaniment, as well as the costs of such arrangements and copying which are specifically undertaken in respect of such recordings; and all such costs so paid by us shall constitute advances by us to you and shall be charged against your royalties under this or any other agreement between you and us if and when earned. Without limiting the generality of the foregoing, sums deemed to be advanced by us for your account included among costs or payments which shall hereunder constitute advances chargeable against royalties hereunder, shall be all amounts which are paid by us to permit you to record including monies paid pursuant to the requirements of any collective bargaining agreements between us and any union representing you or other persons who render services hereunder or in connection with any accompaniment (instrumental and vocal), arrangements and copying for performances hereunder.

5. (a) We will pay you, after we have recouped all our advances and our costs for all recordings made by you hereunder, an aggregate royalty of (1) three percent (3%) of the suggested retail list price (exclusive of all taxes) in respect of ninety percent (90%) of all phonograph records, embodying on both sides thereof a composition or compositions performed by you and recorded hereunder, manufactured and sold by us or by any subsidiary, affiliate or licensee to whom we have supplied a copy or duplicate of a master or a matrix of or embodying such composition or compositions, and (2) one-half (1/2) of such percentage of the suggested retail list price (exclusive of taxes) in respect of ninety (90%) percent of all phonograph records, embodying such composition or compositions on only one side thereof, so manufactured and sold, and (3) if more than one performer be featured and is to receive a portion of royalties, same shall be divided among all such performers.

(b) The royalties payable with respect to sales outside the United States of America shall be at the rate of one-half the royalty for sales in the United States of America.

(c) No royalties shall be payable with respect to "professional copies" of records or records sold on a non-profit basis for promotional distribution, or records sold below the cost of manufacturing or at "closeout" prices.

(d) As to records sold by direct mail operation or through record clubs or similar sales plans or devices and as to 12" disk type long playing records (other than promotional records hereinbefore provided for) on which the suggested retail list price is $2.00 or less per record, or the equivalent in foreign currency, the royalty shall be one-half that provided hereinbefore. For records sold at a reduced price as a result of a promotional or discount plan, the royalties shall be proportionately reduced, except that no royalty shall be payable as to records distributed as "free" records in connection with such a plan. No royalty shall be payable as to records distributed to members and/or subscribers to any "record club" operation, either as a result of joining or subscribing to such club, and/or as a result of the purchase of a required number of records, including but not limited to a "bonus" and/or "free" records, or as to records sold or distributed as "premiums."

Johnson
EXHIBIT NO. 26
SHARON C. KLEIN

002986

SUPPLEMENT

6. In respect of all royalties provided hereunder:

(a) We will compute such royalties, within forty-[illegible] after June 30th and December 31st each year during which records made hereunder are sold, [illegible], and will pay such royalties, less any unrecouped advances under this or any [illegible] within such forty-five (45) days.

(b) The royalty on a side of a long playing (33-1/3 [illegible] r.p.m.) [illegible] play [illegible] microgroove record, which embodies on such side another composition or compositions in addition to [illegible] position or compositions performed by you and recorded hereunder, shall be computed by using the rate [illegible] ified hereinbefore.

(c) Royalties on phonograph records included in albums, jackets, boxes or any other type of package or container shall be based solely upon the suggested retail list price (exclusive of all taxes) [illegible] replacement records.

(d) All royalty statements, and all other accounts rendered by us to you shall be binding upon you and not subject to any objections by you for any reason unless specific objection in writing, stating the basis thereof is given to us within one (1) year from the date rendered.

7. We shall have the right to use and to allow others to use your name and likeness [illegible] biographical material concerning you, for advertising and purposes of trade, and otherwise, without [illegible] tion, in connection with the phonograph records made pursuant to this agreement.

8. We may at our election assign this agreement or license, assign or transfer any [illegible] our rights hereunder.

9. This agreement shall be subject to the requirements of the American Federation [illegible] Musicians if you are a member thereof and if you perform services within its jurisdiction. In any event, if any of the terms or conditions of this agreement are in derogation of any terms or conditions required by any union, or guild, having jurisdiction over us by written agreement, and by reason thereof, you claim certain contracts to be modified, in order to come within the requirements of such guild or union, you shall give written notice to us to such effect. If we do not agree to modify the concerned term of this agreement to such union or guild requirements within sixty (60) days thereafter, then you shall have the right to terminate this agreement at the end of the sixty (60) day period by thirty (30) days written notice sent to us by registered mail and neither of us shall be under further liability to the other except that all recordings shall be our exclusive property and we shall pay you the royalties due or to become due as herein provided.

10. You grant us the option to extend the term of this agreement for a first additional period of one (1) year upon all the terms and conditions herein contained, except that, in respect of compositions performed by you and recorded by us during such first additional period, the royalty shall be at the rate of three-and one-half percent (3-1/2%).

11. If we have exercised the option granted in paragraph "10" hereof, we shall have another option to extend the term of this agreement for a second additional period of one (1) year upon all the terms and conditions herein contained, except that, in respect of compositions performed by you and recorded by us during such second additional period, the royalty shall be at the rate of four percent (4%).

12. If we have exercised the option granted in paragraph "11" hereof, we shall have another option to extend the term of this agreement for a third additional period of one (1) year upon all the terms and conditions herein contained, except that, in respect of compositions performed by you and recorded by us during such third additional period the royalty shall be at the rate of four and one-half percent (4-1/2%).

13. If we have exercised the option granted in paragraph "12" hereof, we shall have another option to extend the term of this agreement for a fourth additional period of one (1) year upon all the terms and conditions herein contained except that, in respect of compositions performed by you and recorded by us during such fourth additional period the royalty shall be at the rate of four and one-half percent (4-1/2%).

14. If we have exercised the option granted in paragraph "13" hereof, we shall have another option to extend the term of this agreement for a fifth additional period of one (1) year upon all the terms and conditions herein contained except that, in respect of compositions performed by you and recorded by us during such fifth additional period the royalty shall be at the rate of five percent (5%).

15. Any option to extend the term of this agreement, as hereinbefore in this agreement granted to us, may be exercised by us by giving you notice in writing at least thirty (30) days prior to the expiration of such term. Such notice to you may be given by delivery to you personally or by mailing to you at your address last known to us. Such notice by mail shall be deemed to have been given on the date on which it is mailed to you by regular mail.

16. This agreement is the sole agreement between us regarding your services. There shall be no change or modification of any character whatsoever with respect to this agreement unless reduced to writing and signed by each of us. You further agree in order to make certain and eliminate, if possible, any differences which may arise between us hereunder, that if at any time you feel that the terms of this agreement are not being performed as herein required, you will advise us in writing of the specific nature of such non-performance or mal-performance and shall allow us a period of thirty (30) days within which to cure such breach. You specifically agree that no breach of the terms hereof shall be construed or considered as incurable.

AGREED TO:

(P.F.) Paul Le Hamilton

[illegible]

[illegible]

LIEBER-STOLLER PRODUCTIONS, INC.

By [illegible]

[illegible]

SUPPLEMENT

AGREEMENT made this [illegible] day of March, 1965,

between Melder Pub. Co. Inc. (hereinafter called "Publisher") and
TRIO MUSIC CO., INC., 1619 Broadway, New York 19, New York, and

Barbara Hawkins, Joan Marie Johnson and Rosa Lee Hawkins

jointly and/or severally (hereinafter called "Writer(s)"):

Johnson 1
EXHIBIT NO.
SHARON C. KLEIN

WITNESSETH:

1. The Writer(s) hereby sells, assigns, transfers and delivers to the publisher, its successors and assigns, a certain heretofore unpublished original musical composition, written and/or composed by the above named Writer(s) now entitled:

SUPPLEMENT

IKO IKO

including the title, words and music thereof, and the right to secure copyright therein throughout the entire world, and to have and to hold the said copyright and all rights of whatsoever nature thereunder existing, now known or hereafter to become known.

2. The Writer(s) represents to the Publisher that he is the sole author, composer and owner of the said musical composition and that no other person, firm or corporation whatsoever has any right, title or interest in and to the same or any mortgage or lien upon the same or any license of any kind whatsoever relating to the same, and that he has full power and authority to make this agreement. The Writer(s) further warrants that the above entitled musical composition is his sole, exclusive and original work and that the same is copyrightable in all respects. The Writer(s) hereby indemnifies and agrees at all times to save the Publisher harmless against any loss or damage by reason of any adverse claim made or asserted by others in or to said musical composition or any part thereof, and agrees that any and all sums incurred by the Publisher in the defense of any such claim or claims, including counsel fees, as well as any and all sums of whatever kind paid by it on account of any such claim or claims, whether paid pursuant to a judgment or decree of a court, an arbitration award or any settlement of adjustment or otherwise, shall, at all times, be borne solely by the Writer(s) and may be deducted by the Publisher from any money accruing to the Writer(s) from the Publisher either hereunder or under any other agreement with the Publisher.

3. In consideration of this agreement, the Publisher agrees to pay the Writer(s) as follows:

(a) An advance of One Dollar, in hand paid, the receipt of which is hereby acknowledged, which sum shall be deductible from any payments becoming due to the Writer(s).

(b) In respect of regular piano copies sold and paid for at wholesale in the United States of America, and Canada, a royalty of 5¢ cents per copy.

(c) A royalty of 10 % of all net sums received by the Publisher in respect of regular piano copies and/or orchestrations thereof sold and paid for in any foreign country other than the United States and Canada.

(d) A royalty of 5¢ cents per copy of orchestrations thereof in any form sold and paid for in the United States of America and Canada.

(e) An amount equal to 50 % of all net receipts of the Publisher in respect of any licenses issued authorizing the manufacture of the parts of instruments serving to mechanically reproduce the said composition, or to use the said composition in synchronization with sound motion pictures, or to reproduce it upon so-called "electrical transcriptions" for broadcasting purposes and from other similar sources.

(f) An amount equal to 50 % of all net receipts of the Publisher from countries other than the United States and Canada for the manufacture of the parts of instruments serving to mechanically reproduce the said composition, or the use of the said composition in synchronization with sound motion picture, or the reproduction of it upon so-called "electrical transcriptions" for broadcasting purposes and from other similar sources.

102910

(g) An amount equal to the pro-rated share of 10 % of the retail selling price of any folio or composite work issued by the Publisher in the United States and Canada containing said composition. The amount equal to the pro-rated share of the retail selling price shall be determined by

Passantino

(h) Folios and/or composite works as referred to in the next preceding paragraph shall be deemed to include any publication which includes words and music of a collection of at least four or more works contained within the same volume and /or binding.

(i) An amount equal to 10 % of the retail selling price of each copy sold by the Publisher and paid for in the United States and Canada of band, vocal, and instrumental arrangements of said composition.

(j) As to "professional material", or any other material not sold or resold, no royalty shall be payable.

(k) It is expressly agreed that the royalty shall be payable only in cases herein provided, and not otherwise. No payment shall be made with respect to any monies received by the Publisher by or through any performing rights society or agency throughout the world.

(l) It is further understood and agreed that if any copies for which royalties have been paid are returned to the Publisher, the royalties so paid shall be credited and allowed to it upon the next statement.

(m) Anything to the contrary notwithstanding, nothing in this agreement contained shall prevent the Publisher from authorizing publishers, agents and representatives in countries outside of the United States and Canada (and in Canada if said composition is printed by a party other than the Publisher in Canada) from exercising exclusive publication and all other rights in said foreign countries in said composition on the customary royalty basis.

4. Publisher agrees to publish, or cause to be published, the said composition in saleable copies within one year from the date hereof. Should publisher fail to publish said music in saleable form within the period hereinabove set forth, Writer's sole right shall be to demand the return of said composition, whereupon Publisher must within one month after receipt of such notice either publish in saleable form, or cause to be published in saleable form, the said composition. Upon failure so to publish, all rights of any and every nature, and the right to secure copyright and/or any copyright secured by Publisher before publication, in and to the said composition, shall revert to and become the property of Writer and shall be reassigned to Writer, and neither party shall be liable to the other on this contract. Any commercially saleable phonograph record of this composition shall be deemed a publication for the purposes of this agreement.

5. It is understood and agreed by and between all of the parties hereto that all sums hereunder payable jointly to the Writer(s) shall be divided amongst them respectively as follows:

Name	Share
Barbara A. Hawkins	33 1/3
Rose L. Hawkins	33 1/3
Joan M. Johnson	33 1/3

SUPPLEMENT

6. Payments shall be made semi-annually, in conformance with the Publisher's regular accounting practices.

TRIO MUSIC CO, INC.

By Melder Publishing Co. Inc.

Witness:

WRITER Barbara A. Hawkins (L.S.)

Address 300 W. 55th Street Apt. 4E

Witness:

WRITER Joan M. Johnson (L.S.)

Address 300 W. 55th Street Apt. 4E

Witness:

WRITER Rose L. Hawkins (L.S.)

Address 300 West 55th St. Apt 4E